CONFLICT OF LAWS—PENAL STATUTES.—An action was brought in Connecticut upon a Massachusetts statute allowing recovery for wrongful death of a sum "not less than $500 nor more than $10,000" to be assessed with reference to the degree of the defendant's culpability. *Held,* the statute is penal, and therefore unenforceable in Connecticut. *Christilly* v. *Warner* (Conn.), 88 Atl. 711. See NOTES, p. 390.

CONTRACTS—VALIDITY—PUBLIC POLICY.—In consideration of a release by the plaintiff of a claim for personal injuries against the defendant, a railroad corporation, the latter agreed to employ the former for the remainder of his life and if he were discharged he should receive his salary until death, unless the discharge was by reason of his neglect of duty or dissipation. Later the plaintiff was discharged and brought an action against the defendant for breach of the contract. The latter claimed that the contract tended to impair its efficiency as a common carrier and hence was against public policy. *Held,* the plaintiff can recover. *Cox* v. *Baltimore, etc., Ry. Co.* (Ind.), 103 N. E. 337.

Granting that such agreements are founded on good consideration and otherwise binding, questions as to their relation to public policy need not be considered. In such cases the defendant is bound to employ plaintiff and pay him or he has violated the agreement. Such a contract is not void because it would require the company to employ the injured person even though he was not competent, in violation of its obligation to the public, as, the contract does not impose upon the company the duty to keep him at work when incapable. *Jessup* v. *Chicago & N. W. Ry. Co.,* 82 Iowa 243, 48 N. W. 77. Such an agreement can be performed without violation of any duty to the public. The fact that defendant is a quasi-public servant does not render the contract void in the absence of any showing that plaintiff is not able or competent to do such work as defendant may be in a position to give him. *Pennsylvania Co.* v. *Dolan,* 6 Ind. App. 109, 32 N. E. 802.

If, as in the principal case, there is a stipulation for good behavior and competency on the part of the employee the case is even clearer for then he may be discharged when incompetent or upon other breach of the stipulations without a violation of the agreement on the part of the company. *Smith* v. *St. Paul Ry. Co.,* 60 Minn. 330, 62 N. W. 392.

EQUITY — CONSOLIDATION OF SUITS — REQUISITES FOR JURISDICTION. — A large number of passengers injured in a railroad wreck commenced separate damage suits against the railroad company. The latter then filed a bill in equity to enjoin the further prosecution of the suits at law, and praying that equity take jurisdiction of the whole controversy and determine the rights of all the parties in a single suit. *Held,* the bill should be dismissed. *Newell* v. *Ill. Cent. Ry. Co.* (Miss.), 63 So. 351.

The courts seem to be in serious conflict on the question as to what extent a mere community of interest in the questions of law and fact involved will give equity jurisdiction to combine for complete deter-

mination, in a single suit, numerous independent rights of action at law by many persons against one. Apparently this conflict has arisen from the peculiar facts and circumstances of the individual cases. The result has been the drawing of many minute distinctions of law and fact. It seems settled in the federal courts and, to a certain extent in some of the states, that, in the absence of a controlling precedent, the court will exercise a sound discretion and so decide the case, in the light of its peculiar circumstances, as to secure the greatest ultimate justice for all parties. *Hale* v. *Allison,* 188 U. S. 56; *Bitterman* v. *Louisville & N. R. Co.,* 207 U. S. 205; *Wyman* v. *Bowman,* 62 C. C. A. 189, 127 Fed. 257; *Kingsbury* v. *Flowers,* 65 Ala. 479, 39 Am. Rep. 14; *American Cent. Ins. Co.* v. *Landau,* 56 N. J. Eq. 513, 39 Atl. 400; *Johnson* v. *Black,* 103 Va. 477, 49 S. E. 633, 106 Am. St. Rep. 890, 68 L. R. A. 264; *Dixie Fire Ins. Co.* v. *American Confec. Co.* (Tenn.), 136 S. W. 915, 34 L. R. A. (N. S.) 897. The state courts are divided on the question, the weight of authority holding that a mere community of interest in the questions of law and fact involved will not give equity jurisdiction to prevent a multiplicity of suits. *Vandalia Coal Co.* v. *Lawson,* 43 Ind. App. 226, 87 N. E. 47; *Southern Steel Co.* v. *Hopkins,* 174 Ala. 465, 57 So. 11; *Cumberland Telephone Co.* v. *Williamson,* 101 Miss. 1, 57 So. 559. The contrary is held in the following cases. *Bitterman* v. *L. & N. R. R. Co., supra; American Cent. Ins. Co.* v. *Landau, supra; Milwaukee Electric Ry. & Light Co.* v. *Bradley,* 108 Wis. 467, 84 N. W. 870. It is generally held that where there is a community of interest in the subject matter involved and not merely in the questions of law and fact, or where there is in litigation a common right or title, equity has jurisdiction to decide the whole matter in a single suit. *Osborne* v. *Wisconsin Cent. R. Co.,* 43 Fed. 824; *Illinois Cent. Ry. Co.* v. *Garrison,* 81 Miss. 257, 32 So. 996, 95 Am. St. Rep. 469; *Cleveland* v. *Insurance Co.,* 151 Ala. 191, 44 So. 37. And likewise, where equity obtains jurisdiction on grounds other than the prevention of a multiplicity of suits, it will join all the parties in one suit and proceed to give complete relief to all. *Southern Pacific Co.* v. *Robinson,* 132 Cal. 408, 64 Pac. 572, 12 L. R. A. (N. S.) 497; *Dixie Fire Ins. Co.* v. *American Confec. Co., supra.*

LANDLORD AND TENANT—DUTY OF LANDLORD—DELIVERY OF POSSESSION.—The defendant leased land for a term of years to the plaintiff. Upon the beginning of the lessee's term, the land was in possession of a prior lessee wrongfully holding over his expired term. Plaintiff sued defendant for his breach of an implied covenant to deliver the possession of the land. *Held,* it is the landlord's duty to put the tenant in possession and not merely to give him the right to possession. *Cleveland, etc., Ry. Co.* v. *Joyce* (Ind.), 103 N. E. 354.

This case follows the so-called "English Rule," holding that the landlord must make a delivery of possession, rather than forcing the tenant to look to his right to an action of ejectment against the tenant wrongfully holding over. The reason for this rule is that one who accepts a lease expects to enjoy the property, not merely a chance of a lawsuit. A lease is a chattel and the prime motive of the contract is